

CONTRACT PERIOD THROUGH APRIL 30, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PERFORMANCE MEASURES/PERFORMANCE BASED BUDGETING
CONSULTANT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **April 5, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DB/af
Attach

Copy to: Clerk of the Board
 Norma Johnson, Office of Management & Budget
 Monica Mendoza, Materials Management

**SPECIFICATIONS ON INVITATION FOR BID FOR: PERFORMANCE MEASURES/PERFORMANCE-BASED
BUDGETING CONSULTANT**

1.0 INTENT:

Maricopa County Office of Management and Budget (OMB) invites all qualified and interested persons and/or firms with experience and technical qualifications related to performance measurement, and performance based budgeting for government entities to submit proposals for providing services for the department. This includes reviewing the existing planning process and implementation strategy, making recommendations to enhance the project plan and ongoing consulting to internal resources and departments as needed throughout the implementation process.

2.0 SCOPE OF WORK:

2.1 STATEMENT OF OBJECTIVE AND DESCRIPTION OF WORK

These services will provide an overall plan assessment including a review of the existing project plan, project status and program goals, and an evaluation of project implementation strategy. Recommendations for revisions to enhance the project plan will be expected. The services would also include, on an as-needed basis, assisting with the implementation process. The implementation process will include a pilot stage consisting of six departments. Future consulting services may be needed to rollout the implementation into other county departments. Maricopa County reserves the right to award to multiple vendors (see Attachment B for clarification).

2.2 CURRENT STATUS OF PROJECT

The performance measurement project is in early stages of implementation. A project plan and process have been drafted. A project steering committee has been organized and has met to determine strategy, make policy decisions, and provide general oversight of the project. County departments have been surveyed and existing measurement data has been collected for 90% of the departments. Department management has been educated on performance based budget concepts and they were asked to submit performance measures for budget issues during the FY 1999-2000 budget process. New performance measures are in varying degrees of development. Financial and budget systems were reviewed to determine the ability to support the capture, comparison, and reporting of measurement data. Pilot departments have been identified and strategic business plans are under review.

2.3 WORK PRODUCT DESCRIPTION

- 2.3.1 Review the existing project plan and implementation strategy. Provide recommendations for improvement in a report format with a formal presentation of results to the project steering committee. Provide consulting services to internal resources regarding the proposed recommendations for the project plan and implementation.
- 2.3.2 Provide consulting services on an as needed basis throughout implementation of the project. This work may require work with internal resources, department management and representatives to define programs, refine performance measures, develop tracking systems and identify and analyze data.

2.4 TIMEFRAME FOR COMPLETION

The review and the first draft of the evaluation report completion date will be determined during contract negotiations. On-going consulting would begin within a week after presentation of the evaluation report. Completion dates for the pilot process will be documented as part of the revised project plan timeframe. A schedule of completion dates and periodic updates will be agreed upon prior to project commencement. Close adherence to the schedule will be binding upon both parties.

2.5 WORK ENVIRONMENT AND INTERNAL SUPPORT PERSONNEL

The performance measurement project is supported by the project steering committee that includes representatives from the Office of Management and Budget, Organizational Planning and Training, Information Technology, Research and Reporting, Internal Audit, Human Resources, Finance and the County Administrative Office. A project lead person has been designated from OMB to work closely with the consultant team. On-site facilities will be provided as needed.

2.6 QUALIFICATIONS/EDUCATIONAL REQUIREMENTS/EXPERIENCE REQUIREMENTS

- 2.6.1 Describe the firm's experience in conducting government performance measures consulting services, particularly to counties and local municipalities.
- 2.6.2 Show evidence of notable work experience in performance measurement, and performance based budgeting.
- 2.6.3 Provide an overview and detailed resumes of staff that are identified as principles, managers, and consultants. Demonstrate the ability of the firm to assign and commit experienced personnel. Describe related education or affiliations with educational institutions. Copies of Resumes and certifications, if any, should be included in the "Other Data" section of the RFP.
- 2.6.4 Provide client references from government agencies or large organizations similar to the County, indicating the services performed, and names and phone numbers of contact persons. Submit these references on Attachment "C".
- 2.6.5 Describe the firm's policy on staff and management rotation and continuity, identifying experiences or personnel to be assigned to the project.
- 2.6.6 Demonstrate ability to communicate effectively with executive, management, technical and clerical personnel.
- 2.6.7 Demonstrate familiarity with County government and an understanding of Maricopa County's needs.
- 2.6.8 Disclosure of any relationships of an official, personal or financial nature that might cause any limitations to the extent or character of the evaluation cause any limitation of disclosure or weaken the analysis.

2.7 REVIEW PROCESS

Regular updates to project status will be scheduled as part of the work plan. A draft report will be developed and presented to the project liaisons after the evaluation process is complete. Attendance at project steering committee meetings may be required. Informal updates and conferencing may be required on an as-needed basis.

2.8 PRICING (SEE ATTACHMENT B FOR SPECIFICS ON PRICING)

- A base fee and an hourly rate is requested to cover the work as described in 2.3.1.
- An hourly rate is requested to cover the work as described in 2.3.2.
- Hourly rates for future consulting services related to the rollout to other county departments should also be provided.

Interested parties can submit bids for all work involved (2.3.1 and 2.3.2) or can submit bids for the individual parts of the project (2.3.1 or 2.3.2).

3.0 SPECIAL TERMS & CONDITIONS:

3.1 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, description of services provided, base or hourly prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

4.0 CONTRACT TERMS & CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a three (3) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2) one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION AND INSURANCE:

4.11.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

4.11.2 INSURANCE REQUIREMENTS:

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 4.11.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

- 4.11.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 4.11.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

4.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

4.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

4.14 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.16 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance

of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.17 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.18 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.19 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.20 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.21 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.22 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.23 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management

with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.26 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.27 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.28 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.29 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.30 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.31 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.31.1 Cancel the Contract, if it is currently in effect.

4.31.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.31.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.32 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.33 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

5.0 ADMINISTRATIVE INFORMATION:

5.1 INCORPORATION OF PROPOSAL INTO THE CONTRACT:

The contents of this proposal and the selected firm's response Best and Final offer and any negotiated changes are to be incorporated, in total, into the Contract.

5.2 SCHEDULE OF EVENTS:

Request for Proposals Issued: January 10, 2000

Advertising Dates: January 13 and January 20, 2000

Optional Pre-Proposal Conference: February 3, 2000 2:00 pm

Deadline for submission of proposals, 2:00 P.M., MST on **FEBRUARY 15, 2000**. All proposals must be received before **2:00 P.M.** on above date at Maricopa County Materials Management Department, 320 West Lincoln, Phoenix, Arizona 85003.

Proposed review of proposals: February 29, 2000 9:00 am

Proposed Proposer presentations: March 1, 2000 9:00 am

Proposed selection and negotiation: March 8, 2000 9:00 am

Proposed Best & Final (if required): March 15, 2000 10:00 am

Proposed award of proposal: March 23, 2000

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the proposer by parties other than the County.

5.3 PRE-PROPOSAL CONFERENCE:

THERE WILL BE AN OPTIONAL PRE-PROPOSAL CONFERENCE ON FEBRUARY 3, 2000 AT 2:00 P.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003. Located at 3rd Avenue and Lincoln (3 blocks south of Jefferson) on the northwest corner in the large warehouse building with the large metal x's. Park in any unreserved space, go up to the 2nd floor and then to the left to check in with the receptionist. **THIS CONFERENCE IS THE OPPORTUNITY FOR PROPOSERS TO CLARIFY SPECIFICATIONS AND PROCUREMENT PROCEDURES. PLEASE BRING QUESTIONS IN WRITING.**

5.4 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative and Technical inquiries shall be addressed to:

DIEDRA BRYANT, PROCUREMENT SPECIALIST – PHONE (602) 506-3504, FAX (602) 258-1573
EMAIL dbryant@mail.maricopa.gov

NOTE: ALL INQUIRIES MUST BE SUBMITTED IN WRITING VIA FAX OR EMAIL. No oral communication is binding on Maricopa County.

5.5 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this request for proposals must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

5.6 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any Proposer believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

5.7 REJECTION OF PROPOSALS:

Maricopa County reserves the right to reject any, and all, proposals received in response to this proposal as determined to be in the best interests of the County.

5.8 PROPOSER WITHDRAWAL:

If, at any time prior to the opening of this proposal a Proposer decides to withdraw its proposal, that Proposer shall give written notice to the Materials Management Director, 320 West Lincoln, Phoenix, Arizona 85003.

5.9 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the Scope of Work and will notify all participants by an addendum to this Request for Proposal.

5.10 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this proposal, including the acquisition of supplies and/or personnel until a Contract is awarded by the Maricopa County Board of Supervisors.

5.11 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

5.12 PROPRIETARY INFORMATION:

Proprietary information submitted by a Proposer for this proposal shall remain confidential as permitted by law or regulation.

5.13 D/M/WBE PARTICIPATION:

Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

5.14 REFERENCES:

Proposers must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

5.15 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under this Contract must be processed by the County through the Contractor's Contracts Manager. Upon the execution of this Contract, the County will name its representative who will be legally authorized to obligate the County under this Contract.

5.16 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

5.17 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management, Facilities Management and the user organizations will utilize the procedure. The successful Proposer will be made aware of the findings from the process and participate in the post award meeting. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The Proposers should know in the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Proposer/user relationship will exist when within compliance and the contract administration process should be transparent.

5.18 NON-DISCRIMINATION:

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.19 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

5.20 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.21 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

5.22 FINANCIAL STATUS:

All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a Proposer non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited

to, determination that the Proposer should be declared non-responsible and/or non-responsive, and suspension or debarment of the Proposer, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the Proposer agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Proposer will meet its obligations to the County.

5.23 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Proposer Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

5.24 REGISTRATION:

Proposers are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement may cause your proposal to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

5.25 ADDITIONAL COSTS:

Any Proposer who causes the county to incur additional costs to review and verify invoices due to Proposer submitting incorrect data. (E.G. Quotes and equipment and software, invoices etc.) will be charged for Maricopa County's costs to review and correct such erroneous billings.

5.26 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Proposers, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page of this contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

5.27 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one (1) original (labeled) [five (5)] copies of their proposal. **Proposers are to address proposals identified with serial number, title and return address to Maricopa County, Department of Materials Management, Serial 99215-RFP, 320 West Lincoln, Phoenix, Arizona 85003.** Proposals must be signed by a corporate official who has been authorized to make such commitments. Instructions to Proposers, Paragraph 1, is modified to read: All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

5.28 EXCEPTIONS TO THE SOLICITATION:

The Contractor will identify and list all exceptions taken to all sections of **99215-RFP** and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the contractors exception. The Contractor will list these exceptions in the Best and Final Proposal under the heading "Exception to the Bid Solicitation, BS**99215-RFP**". Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Bid Solicitation, BS**99215-RFP**", shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

5.29 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

5.30 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below:

5.30.1 Letter of Transmittal (Exhibit 1)

5.30.2 Table of Contents

5.30.3 Short introduction and summary - This section shall contain an outline of the general approach utilized in the proposal.

5.30.4 Proposal - Your proposal should contain a statement of all the programs and services proposed including conclusions and generalized recommendations. Proposals should be all-inclusive detailing your best offer. Additional related services should be incorporated into the proposal if applicable.

5.30.5 Personal Qualifications - Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience and an estimate of the time each would devote to this program, and other pertinent information.

5.30.6 Other data

5.30.7 Pricing (Attachment A)

5.30.8 Proposal exceptions

5.30.9 Agreement (Attachment B)

5.30.10 References (Attachment C)

5.31 GENERAL EVALUATION:

The following guidelines will be used in analyzing and evaluating this Proposal. Although price will be a factor in Proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the Proposal. The County reserves the right to accept other than the lowest price Proposal.

Proposals will be evaluated by a committee composed of various Maricopa County departments and others. Requests for presentations or clarification of portions of the Proposals may be considered. A summary evaluation will be prepared by this committee with an objective ranking of the Proposals.

5.32 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Proposal. The Contract will be awarded by the Board of Supervisors to a qualified firm at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. The Proposal may be awarded in whole, by section, or geographic area as required.

5.33 COMPETITIVE NEGOTIATION:

Proposals should follow format per paragraph 5.30. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the highest rated Proposer.

5.34 BASIC EVALUATION PROCEDURE:

Step 1 Review of all Proposals to conformance of this RFP.

Step 2 The elimination of all Proposals which deviate substantially from the basic intent of the Proposal.

Step 3 An assessment of the remaining proposals. This assessment will also include a review of the Proposer personnel capability and the previous experience of each Proposer.

Step 4 Verification of Proposer references.

Step 5 Oral presentations to supplement the Proposal, for the purpose of clarification, may be required of selected Proposers. The time and place for oral presentations will be announced at a later date, if such a presentation is required.

Step 6 Evaluation of costs to Maricopa County.

Step 7 Capability of the Proposer to participate in this particular program, including eligibility based on the Proposer's financial stability and viability.

Step 8 Tabulation and recommendation of potential Proposer.

5.35 EVALUATION OF PROPOSAL: SELECTION FACTORS

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request:

5.35.1 Proven skills and technical competence in the development of performance-based budgeting and managing for results in government agencies.

5.35.2 Approach and philosophy.

5.35.3 Credentials of management staff.

5.35.4 Quality and completeness of Proposal.

5.35.5 Cost of goods, services and/or materials and allocation of man-hours.

5.36 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a Post-Award Meeting with the using agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the procurement officer of this Contract.

DB/af

cc: OMB

NOTE: PROPOSERS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PRICING

3707 GRAND AVENUE, #6, DES MOINES, IA 50312

WEIDNER CONSULTING, 805 18TH ST., DES MOINES, IA 50314

P089518/B0604569

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES X NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION	EXT. PRICE
1.0 To cover work as described in 2.3.1 Base Fee Hourly rate of consultant	\$ <u>SEE ATTACHED</u> \$ <u>200.00</u> /hr
2.0 To cover work as described in 2.3.2 Hourly Rate of Consulting Staff Project Manager Clerical Other - List Title Other - List Title	\$ <u>200.00</u> /hr \$ <u>45.00</u> /hr \$ <u>200.00</u> /hr \$ <u>- -</u> /hr
3.0 To cover possible future consulting services related to the rollout to other County departments Hourly Rate of Consulting Staff Project Manager Clerical Other - List Title Other - List Title	\$ <u>200.00</u> /hr \$ <u>45.00</u> /hr \$ <u>200.00</u> /hr \$ <u>- -</u> /hr
4.0 Cost for materials/supplies: Cost plus <u> 5 </u> % markup	

NOTE: PROPOSERS CAN SUBMIT PRICING FOR ALL WORK INVOLVED (2.3.1 AND 2.3.2) OR FOR THE INDIVIDUAL PARTS OF THE PROJECT (2.3.1 OR 2.3.2)

TERMS: NET 30

FEDERAL TAX ID NUMBER: 48-4668820

TELEPHONE NUMBER: (5125) ~~288-1150~~ 413-0547

FAX NUMBER: (515) ~~282-5933~~ 277-5446

CONTACT PERSON: Marv Weidner, President

VENDOR NUMBER: 484668820 A

CONTRACT PERIOD: TO COVER PERIOD THROUGH APRIL 30, 2003.